FNQ FAMILY THERAPY

TERMS AND CONDITIONS

Last updated on 25 August 2025.

These terms and conditions (**Terms**) govern your use of the FNQ FAMILY THERAPY website located at www.fnqfamilytherapy.com.au (**Website**) and our supply of services through the Website or otherwise. By using the Website, you agree to be bound by these Terms which form a binding contractual agreement between you, the user of the Website and us, MANON VAN DER LEE ABN 30 872 642 784 operating under the business name FNQ FAMILY THERAPY (**FNQ FAMILY THERAPY**, **our**, **we, I** or **us**).

These Terms set out the terms and conditions that apply when you use this Website and if you offer to purchase services through the Website or otherwise (**Services**).

We may change these Terms at any time by updating this page of the Website, and your continued use of the Website following such an update will represent an agreement by you to be bound by the Terms as amended.

DISCLAIMER

Manon Van Der Lee, who operates FNQ FAMILY THERAPY, is a counsellor and a Level 4 certified member of the Australian Counselling Association (**ACA**). She provides clinical counselling to consumers with complex clinical mental health needs, which improve the outcomes for consumers through evidence-based treatment. Manon is also a registered accredited supervisor with the ACA and a registered provider with the NDIS. Manon has a Masters in Body Movement Psychotherapy and a Graduate Diploma in Relationship Counselling. Manon is a registered EMDR practitioner with EMDRAA.

FNQ FAMILY THERAPY provides counselling and supervision services in line with the ACA's Code of Ethics and other guidelines.

(a) Manon Van Der Lee is not a psychologist, psychiatrist, mental health professional or medical professional and does not provide medical advice. Any information included in the Services is not a substitute for medical advice. Before relying on the Services, seek medical advice to evaluate any risks.

(b) FNQ FAMILY THERAPY cannot cure any mental health condition and does not perform any assessments including psychological assessments.

(c) FNQ FAMILY THERAPY does not guarantee that the Services will lead to specific outcomes as individual results are based on a large variety of factors.

(d) Any recommendations provided by FNQ FAMILY THERAPY as part of the Services are not to be taken as medical advice and are not exhaustive of all possible solutions or remedies.

(e) Any information on the Website or in our newsletters or other online publications are of a general nature, for informational purposes only and are not medical advice.

We encourage you to seek medical advice if you are unsure about anything or our Services.

1. SERVICES

FNQ FAMILY THERAPY provides personal and family counselling services and supervision services via the Website or otherwise.

1.1 ELIGIBILITY

(a) This Website and the Services are not intended for unsupervised use by any person under the age of 18 years old or any person who has previously been suspended or

prohibited from using the Website. By using the Website and the Services, you represent and warrant that you are either:

(i) over the age of 18 years and accessing the Website/Services for personal use; or

(ii) accessing the Website/Services on behalf of someone under the age of 18 years old and consent to that person's use of the Website/Services.

(b) If you are using the Website and the Services and are under the age of 18 you must have the consent of your parent and/or legal guardian in order to access the Services and the Website.

(c) Please do not access the Website or use the Services if you are under the age of 18 years old and do not have your parent or legal guardian's consent, or if you have previously been suspended or prohibited from using the Website.

1.2 ACCOUNT REGISTRATION

In order to use the Services, you may be required to sign up for an account (**Account**) on our Website.

If you register for an Account, you must provide true, accurate and complete information as requested and keep this information up to date after registration.

You agree that you're solely responsible for:

(a) maintaining the confidentiality and security of your Account information and your password; and

(b) any activities and those of any third party that occur through your Account, whether those activities have been authorised by you or not.

You also agree to let us know if you detect any unusual activity on your account as soon as you become aware of it.

We won't be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out of a failure by you to maintain the security of your Account information or your password.

1.3 SERVICES

Our Services will be as set out on our Website or otherwise agreed with you. You will have the option of choosing what service you require, either as set out on our Website or agreed with you. Our Services will vary depending on what type of service you purchase.

From there you can book in any online appointments through our online booking system or schedule in sessions with us as agreed.

1.4 SUPERVISION SERVICES

If you are purchasing Services that includes the provision of supervision services this clause will apply.

(a) Our supervision Services will be provided in accordance with any ACA rules and guidelines including the ACA supervision policies and Code of Ethics.

(b) We may require you to enter into a further agreement regarding your purchase of supervision Services and you agree to enter into any further agreement.

1.5 NDIS SERVICES

"**NDIS**" means the National Disability Insurance Scheme under the *National Disability Insurance Scheme Act 2013* (Cth) and any codes of conduct, standards and rules and regulations.

If you are using our Services as part of the NDIS, including as a NDIS participant, a participants' representative or nominee, this clause applies to your use of the Services, as applicable.

(a) We will provide our Services to you in accordance with any required rules, guidelines of the NDIS including any NDIS participant's plan if applicable.

(b) For services provided under the NDIS, we will only charge fees in accordance with the NDIS Price Guide, NDIS Support Catalogue or any other NDIS requirements.

(c) You acknowledge that fees may vary under the NDIS and we will increase or change our fees in line with any changes or increases in the NDIS Price Guide.

(d) It is your responsibility to ensure that any Services required for the NDIS are funded under any NDIS participant's plan and that a participant has funding for that particular service.

(e) The NDIS, or either party, may require that the parties enter into a further agreement relating to the provision of services covered by the NDIS. The parties agree to enter into any additional agreement required.

1.6 NEWSLETTERS – OTHER INFORMATIONAL MATERIAL

(a) If you are signing up for any of our informational material, including newsletters, you consent for us to provide you with the newsletter on a periodic basis and to provide us with your personal information.

(b) You acknowledge and agree that any information included in any material is intended for informational purposes only and is not medical or other advice.

1.7 INTAKE FORM

We may require you to complete and submit a pre-session intake form, which we will provide to you before, or after, your Intake Session or otherwise before we provide our Services.

1.8 INTAKE SESSION

(a) (**Intake Session**) You may choose to have an intake session with FNQ FAMILY THERAPY.

(b) The Intake Session is free and will last for a maximum of 15 mins.

1.9 FURTHER SESSIONS

(a) Following your Intake Session, you may purchase additional sessions as set out on our Website or otherwise (**Sessions**).

(b) If you decide to use our Services following the Intake Session, you must first sign up and make a payment as set out on the Website.

(c) Fees for Sessions will be set out on our Website.

(d) To schedule any Sessions, please contact FNQ FAMILY THERAPY via text, phone, email or otherwise to organise your Sessions, or if applicable, you may use our online booking service, set out below.

1.10 ONLINE BOOKING SYSTEM

(a) FNQ FAMILY THERAPY may use a third party booking service in conjunction with the Website to allow you to make bookings for your Sessions (**Booking Service**).

(b) By using our Booking Service, you will be bound by this clause and the Third Party Terms in clause 2.

1.11 CANCELLATION OF SESSIONS

(a) You agree to attend any scheduled Sessions. If you cannot attend any scheduled sessions you must give us at least 48 hours' notice. If you provide at least 48 hours' notice you will be able to reschedule that particular Session for another time.

(b) If you cancel with less than 48 hours' notice we will charge you the full amount of the Session.

1.12 SESSIONS – ONLINE PLATFORM

(a) If Sessions are provided are provided face to face we will organise with you to schedule these Sessions as above.

(b) If Sessions are conducted online, all online Sessions will be provided via an online third party communication platform including platforms such as Zoom, Skype, WhatsApp or video calls (**Online Platform**). This will be discussed with you once you purchase the Services and you can choose how you would like to receive the Services and which Online Platform you would like to use for your Sessions. You can change your preferences at any time by letting us know.

(c) By using our online services and an Online Platform for the Services, you acknowledge and agree that the Services will be provided by a third party and any use of an Online Platform will be, in addition to these Terms, subject to the terms, conditions and privacy policies of the Online Platform. We are not liable for the security or performance of the Online Platform.

(d) (**Security**) We will use our best efforts to ensure any of your personal and confidential information is kept secure. However, Online Platforms are not 100% secure and neither is the internet. We cannot guarantee, nor do we accept responsibility or liability for any unauthorised access, use, security breaches, destruction, loss, damage or breach of your personal and confidential information, your computer systems, mobile phones or other electronic devices arising in connection with use of the from using an Online Platform, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

(e) By using an Online Platform for your Services, you acknowledge and agree that the Online Platform is not 100% secure and you consent to the sharing of your personal information via the Online Platform if necessary. You should take your own precautions to ensure that the process which you employ for accessing the Services and the Online Platform does not expose you to the risk of hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

1.13 YOUR OBLIGATIONS

(a) You must provide us with all documentation, information and assistance reasonably required us to perform the Services.

(b) You agree to attend any scheduled Sessions. If you cannot attend any scheduled sessions you give us the required notice of cancellation as set out above.

1.14 ACCEPTABLE USE

We'll need you to make a few promises about the way you'll use the Services.

You agree:

(a) not to copy, reproduce, translate, adapt, vary or modify the Services without our express consent;

(b) not to use the Services in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;

(c) not to use the Services for the purpose of distributing unsolicited commercial content, junk mail, spam, bulk content or harassment;

(d) not to attempt to breach the security of the Services or FNQ FAMILY THERAPY's system security, or otherwise interfere with the normal function of the Services, including by:

(i) gaining unauthorised access to FNQ FAMILY THERAPY Accounts or data about other users of the Services;

(ii) scanning, probing or testing the Services for security vulnerabilities;

(iii) overload, flood, mailbomb, crash or submit a virus to the Services or FNQ FAMILY THERAPY's system; or

(iv) instigate or participate in a denial-of-service attack against the Services or FNQ FAMILY THERAPY's system; and

to ensure that your employees, sub-contractors and other agents who you have authorised to use or access the Services comply with the Terms.

1.15 COLLECTION NOTICE AND PRIVACY

(a) We collect personal information about you in order to provide you with our Services, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.

(b) We collect sensitive information about you during the course of providing you services. We only collect the information that you choose to provide us in order to provide you with our Services.

(c) If you are providing personal information of a child you must be that child's parent or legal guardian and you must provide consent for your child's personal information to be collected.

(d) Our Privacy Policy contains more information about how we use, disclose and store your information and details how you can access and correct your personal information.

(e) By using our Services you agree to be bound by the clauses outlined in FNQ FAMILY THERAPY's Privacy Policy, which can be found here Privacy Policy.

1.16 OFFER TO PURCHASE

By submitting an order for purchase of Services using the Website's functionality (**Purchase Order**) you represent and confirm that you:

(a) have the legal capacity and are of sufficient age to enter into a binding contract with us; and

(b) are authorised to use the debit or credit card included in your order.

Submitting a Purchase Order constitutes your intention and offer to enter into a contract, where we will provide you with the Services you have ordered in exchange for your payment of the total amount listed upon checkout. A contract is not formed until we have approved your payment and you receive an email from us confirming that your order is being processed.

1.17 PAYMENT

You must pay any fees in the amounts and at the times set out in on our Website or as otherwise agreed in writing with you.

(a) (**Payment obligations**) Unless otherwise agreed in writing:

(i) if FNQ FAMILY THERAPY issues an invoice to you, payment must be made by the time specified in such invoice; and

(ii) in all other circumstances, you must pay for all Services on or prior to FNQ FAMILY THERAPY providing you with the Services.

(b) (**GST**) Unless otherwise indicated, amounts stated on the Website do not include GST. In relation to any GST payable for a taxable supply by FNQ FAMILY THERAPY, you must pay the GST subject to FNQ FAMILY THERAPY providing a tax invoice.

(c) (**Card surcharges**) FNQ FAMILY THERAPY reserves the right to charge credit card surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard, American Express or Diners Club).

(d) (**Online payment partner**) We may use third-party payment providers (**Payment Providers**) to collect payments for Services. The processing of payments by the Payment Provider will be, in addition to these Terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

1.18 LATE PAYMENT AND DEBT RECOVERY

If you do not pay an amount due under this agreement on or before the date that it is due:

(a) you must pay FNQ FAMILY THERAPY interest at the rate of 8% per month on the amount due, calculated daily (please note interest rates may change and we will provide you with notice of this);

(b) FNQ FAMILY THERAPY may seek to recover the amount due by referring the matter to debt collectors; and

(c) you must reimburse FNQ FAMILY THERAPY for any costs it incurs, including any legal costs, in recovering the amount due or enforcing any of its rights under these terms.

1.19 REFUNDS

Except as otherwise set out on our Website or in accordance with our cancellation policy above, we generally don't offer refunds for any of our Sessions and any refunds we issue will be solely at our discretion. Please let us know if you have any issues with our Services that you think should entitle you to a refund and we'll consider your situation.

1.20 CANCELLATION OF SERVICES

(a) If you choose to set up an Account, you are responsible for the cancellation of your Account. You can cancel your Account at any time by using the functionality provided on our Website or by contacting us.

(b) To the extent permitted by law, we reserve the right to terminate your access to any or all of the Services or any part of the Services at any time without notice, for any reason, provided that we refund to you any fees for Services which you have paid for and not received.

(c) We may also terminate your access to any or all of the Services at any time without notice without issuing a refund if you breach any provision of these Terms.

(d) (**Cancellation and your data**) Upon cancellation, termination or expiry of the Services and your Account if applicable, we will delete any data and material associated with your Account. You won't be able to recover any of this after cancellation, termination or expiry of your Account so we recommend you back up anything important to you. We won't be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out the cancellation, termination or expiry of your Account.

2. THIRD PARTY GOODS AND SERVICES

(a) Any Service that requires FNQ FAMILY THERAPY to acquire goods and services supplied by a third party on your behalf may be subject to the terms & conditions of that third party (**Third Party Terms**), including 'no refund' policies.

(b) You agree to familiarise yourself with any Third Party Terms applicable to any such goods and services and, by instructing FNQ FAMILY THERAPY to acquire the goods or services on your behalf, you will be taken to have agreed to such Third Party Terms.

3. USE OF THE WEBSITE

3.1 ACCESS AND USE OF THE WEBSITE

You must only use the Website in accordance with these Terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with the Terms and any applicable laws.

3.2 YOUR OBLIGATIONS

You must not:

(a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without the express consent of FNQ FAMILY THERAPY;

(b) use the Website for any purpose other than the purposes of browsing, selecting or purchasing Services;

(c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;

(d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;

(e) use the Website with the assistance of any automated scripting tool or software;

(f) act in a way that may diminish or adversely impact the reputation of FNQ FAMILY THERAPY, including by linking to the Website on any other website; and

(g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:

(i) gaining unauthorised access to Website accounts or data;

(ii) scanning, probing or testing the Website for security vulnerabilities;

(iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website;

(iv) instigating or participating in a denial-of-service attack against the Website.

3.3 INFORMATION ON THE WEBSITE

While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:

(a) the Website will be free from errors or defects;

(b) the Website will be accessible at all times;

(c) messages sent through the Website will be delivered promptly, or delivered at all;

(d) information you receive or supply through the Website will be secure or confidential; or

(e) any information provided through the Website is accurate or true.

We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including descriptions of our services, packages, prices and other Website Content.

3.4 INTELLECTUAL PROPERTY

(a) FNQ FAMILY THERAPY retains ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website Content**) and reserves all rights in any intellectual property rights owned or licensed by it not expressly granted to you.

(b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from FNQ FAMILY THERAPY or as permitted by law.

3.5 LINKS TO OTHER WEBSITES

(a) The Website may contain links to other websites that are not our responsibility.

(b) We have no control over the content of the linked websites and we are not responsible for it.

(c) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

3.6 SECURITY

FNQ FAMILY THERAPY does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

3.7 REPORTING MISUSE

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us immediately using the contact details or form provided on our Website.

3.8 LIABILITY

(a) (**Limitation of liability**) To the maximum extent permitted by applicable law, FNQ FAMILY THERAPY excludes completely all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this Website, these Terms or any Services or services provided by FNQ FAMILY THERAPY. This includes the transmission of any computer virus.

All express or implied representations and warranties given by us are, to the maximum extent permitted by applicable law, excluded. Where any law (including the *Competition and Consumer Act 2010* (Cth)) implies a condition, warranty or guarantee into these Terms which may not lawfully be excluded, then to the maximum extent permitted by applicable law, FNQ FAMILY THERAPY's liability for breach of that non-excludable condition, warranty or guarantee will, at FNQ FAMILY THERAPY's option, be limited to:

(i) in the case of goods, their replacement or the supply of equivalent goods or their repair; and

(ii) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.

(b) (**Indemnity**) You agree to indemnify FNQ FAMILY THERAPY and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from your or your representatives' use of the Website or of any Services or services provided by FNQ FAMILY THERAPY.

(c) (**Consequential loss**) To the maximum extent permitted by law, under no circumstances will FNQ FAMILY THERAPY be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Website, these Terms or any Services or services provided by FNQ FAMILY THERAPY (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).

4. GENERAL

(a) (**Governing law**) This agreement is governed by the law applying in Queensland, Australia.

(b) (**Jurisdiction**) Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia, and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

(c) (**Electronic Signatures**) If these Terms are to be signed, the parties consent to the use of electronic signatures for the purpose of executing these Terms.

(d) (**Amendments**) These Terms may only be amended by FNQ FAMILY THERAPY in accordance with the Terms.

(e) (**Waiver**) No party to these Terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

(f) (**Further acts**) Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to these Terms.

(g) (**Assignment**) A party cannot assign, novate or otherwise transfer any of its rights or obligations under these Terms without the prior written consent of the other party.

(h) (**Entire Agreement**) These Terms embody the entire agreement between the parties and supersede any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of the Terms.

(i) (**Interpretation**) In these Terms, the following rules of interpretation apply:

(i) (**singular and plural**) words in the singular includes the plural (and vice versa);

(ii) (**gender**) words indicating a gender includes the corresponding words of any other gender;

(iii) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(iv) (**person**) a reference to "**person**" or "**you**" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;

(v) (**party**) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

(vi) (**these Terms**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these Terms, and a reference to these Terms includes all schedules, exhibits, attachments and annexures to it;

(vii) (**document**) a reference to a document (including these Terms) is to that document as varied, novated, ratified or replaced from time to time;

(viii) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;

(ix) (**includes**) the word "**includes**" and similar words in any form is not a word of limitation; and

(x) (**adverse interpretation**) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.